

ORIGINAL

Receipt Number

551033

28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RENEE COWIE and STEPHEN COWIE,

Plaintiffs,

vs.

STATE FARM FIRE and CASUALTY COMPANY,
an Illinois Corporation, doing Business in Michigan,

Defendant.

Case: 2:06-cv-15218

Assigned To: Hood, Denise Page

Referral Judge: Pepe, Steven D

Filed: 11-22-2006 At 11:40 AM

REM COWIE V STATE FARM FIRE AND
CASUALTY CO (EW)

DEBRA A. FREID (P33078)
**FRED, GALLAGHER, TAYLOR &
ASSOCIATES, P.C.**

Attorneys for Plaintiffs
604 South Jefferson Avenue
Saginaw, Michigan 48607
(989) 754-0411

PAUL H. JOHNSON, JR. (P26871)

STACEY L. HEINONEN (P55635)

CARY R. BERLIN (P64122)

PATRICK, JOHNSON & MOTT, P.C.

Attorneys for Defendant
27777 Franklin Road, Suite 1100
Southfield, Michigan 48034
(248) 356-8590

DEFENDANT, STATE FARM'S, NOTICE OF REMOVAL

The Defendant, State Farm Fire and Casualty Company ("State Farm"), through its attorneys, Patrick, Johnson & Mott, P.C., removes this action from the Genesee County Circuit Court to this Court, pursuant to 28 U.S.C. §§ 1332, 1333(1) and 1446, based upon the following grounds:

1. The captioned action was filed in the Genesee County Circuit Court (Docket No. 06-85052 CK), and is now pending in that court.

2. Although the proof of service accompanying the Summons is not completed, it was issued on October 26, 2006. Copies of all pleadings served upon State Farm are attached as **Appendix "A."**

3. State Farm received the Summons and the Plaintiffs' Complaint on October 30, 2006.

4. State Farm is now, and was at the time of the commencement of this action, a corporation organized and existing under the laws of the State of Illinois, having its principal place of business located in the City of Bloomington, State of Illinois. State Farm is a resident of the State of Illinois and is not a citizen or corporation of the State of Michigan.

Patrick, Johnson &
Mott, P.C.
27777 Franklin Road
1100 American Center
Southfield, MI 48034
Tel 248 356-8590
Fax 248 356-8590

5. The Plaintiffs' are residents of Genesee County, Michigan, as evidenced in their Complaint. (**Appendix "A"**).

6. The captioned action stems from a fire that destroyed the Plaintiffs' 2005 24-foot Stingray boat while it was docked at the Lake Shore Marina, located in Chattanooga, Tennessee.

7. A controversy exists between State Farm and the Plaintiffs, and the amount of controversy in this action is no less than the sum of \$101,827.40, as evidenced by the following:

- a. The Plaintiffs seek damages for the total destruction of their boat, which they insured for \$55,000.00 under the subject policy (**Appendix "B"**); and
- b. The Plaintiffs have also submitted a liability claim to State Farm under the subject policy for damages sustained to a nearby boat in the aggregate amount of \$46,827.40, which were caused by the same incident and/or occurrence. (Letter from Grange Insurance, dated March 8, 2006, attached as **Appendix "C"**).¹

8. This Court has original jurisdiction of the action due to the amount in controversy and diversity of citizenship, pursuant to 28 U.S.C. § 1332.

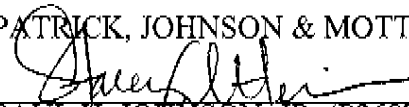
9. State Farm is entitled to remove the above action from the Genesee County Circuit Court to this Court, pursuant to 28 U.S.C. § 1446(a).

10. Further, as this case involves admiralty and maritime issues, this Court has original jurisdiction over the action pursuant to 28 U.S.C. § 1333(1).

11. State Farm has the right to remove the above action from the Genesee County Circuit Court to this Court, pursuant to 28 U.S.C. § 1446(a).

Respectfully submitted,

PATRICK, JOHNSON & MOTT, P.C.


PAUL H. JOHNSON, JR. (P26871)
STACEY L. NEINONEN (P55635)
CARY R. BERLIN (P64122)
Attorneys for Defendant
27777 Franklin Road, Suite 1100
Southfield, Michigan 48034
(248) 356-8590

Dated: November 22, 2006

¹The marina was also damaged in this incident, and the marina's damages were adjusted at \$42,720.97. (Check from Marina's insurer, New Hampshire Insurance Company, attached as **Appendix "D"**).

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RENEE COWIE and STEPHEN COWIE,

Plaintiffs,

Docket No. _____

vs.

Genesee County Circuit
Court Case No. 06-85052

STATE FARM FIRE and CASUALTY COMPANY,
an Illinois Corporation, doing Business in Michigan,

Defendant.

DEBRA A. FREID (P33078)
**FREID, GALLAGHER, TAYLOR &
ASSOCIATES, P.C.**
Attorneys for Plaintiffs
604 South Jefferson Avenue
Saginaw, Michigan 48607
(989) 754-0411

PAUL H. JOHNSON, JR. (P26871)
STACEY L. HEINONEN (P55635)
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Attorneys for Defendant
27777 Franklin Road, Suite 1100
Southfield, Michigan 48034
(248) 356-8590

PROOF OF SERVICE

The undersigned certifies that copies of **Defendant, State Farm Fire and Casualty Company's, Notice of Removal and Proof of Service** were served upon all parties to the above cause by depositing a copy thereof in the U.S. Mail, postage prepaid, in envelopes addressed to each of the attorneys of record herein at their respective business addresses as disclosed on the pleadings on **November 22, 2006**. I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


NANCY ADAMS

A

STATE OF MICHIGAN

JUDICIAL DISTRICT
7th JUDICIAL CIRCUIT
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO. 06-85052

Court address

900 S. Saginaw St., Flint, MI 48502

Plaintiff name(s), address(es), and telephone no(s).

Stephen & Renee Cowie
2044 Kingswood Drive
Flint, MI 48507

Plaintiff attorney, bar no., address, and telephone no.

Debra A. Freid (P33078)
Freid, Gallagher, Taylor & Associates, P.C.
PO Box 3305
Saginaw, MI 48605-3305
(989) 754-0411RICHARD B. YUILLEY
P-22664

Court telephone no.

(810) 257-3220

Defendant name(s), address(es), and telephone no(s).

State Farm Fire & Casualty Company

Resident Agent: Mark Odland - VP Operations
5528 Portage Road
Portage, MI 49002

42-8135-834

SFCC RECEIVED

OCT 30 2006

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state) - MCR 2.111(C)
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	OCT 26 2006	This summons expires	OCT 24 2007	Court clerk
--------	-------------	----------------------	-------------	-------------

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases

☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village)

Genesee County

Defendant(s) residence (include city, township, or village)

Doing business in Genesee County

Place where action arose or business conducted
fire loss occurred in Tennessee

10/26/2006

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/06) SUMMONS AND COMPLAINT MCR 2.102(B)(1), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No. 06-

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE**

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- ☐ I served personally a copy of the summons and complaint.
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint.

together with

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature

Title

Subscribed and sworn to before me on _____ Date _____ County, Michigan.

My commission expires: _____ Date _____ Signature: _____ Deputy court clerk/Notary public

Notary public, State of Michigan, County of 10/26/2006

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

on _____
Day, date, time

on behalf of _____

Signature

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF GENESSEE

Renee Cowie and
Stephen Cowie,

Case No.: 08-85052CK

Hon.:

RICHARD B. YUILLE
P-22664

State Farm Fire and Casualty Company,
an Illinois Corporation, doing business in Michigan.

Debra A. Freid (P33078)
Freid, Gallagher, Taylor & Associates, P.C.
Attorneys for Plaintiff
604 S. Jefferson Ave.
Saginaw, MI 48607
(989) 754-0411

A TRUE COPY
Michael J. Carr Clerk

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

COMPLAINT AND JURY DEMAND

Now comes Renee Cowie and Stephen Cowie, by and through counsel, Debra A. Freid of Freid, Gallagher, Taylor & Associates, P.C., to state in Complaint against the Defendant State Farm Fire and Casualty Company, as follows:

1. Renee Cowie and Stephen Cowie are, and were at all relevant times, husband and wife and are currently residents of Genesee County, in the State of Michigan.
2. The Defendant, State Farm Fire and Casualty Company, is incorporated in Illinois, but is licensed and authorized to do business in the State of Michigan in the County of Genesee. Defendant carried on a continuous and systematic part of its general business within the State

- of Michigan and specifically conducts business in Genesee County.
3. The amount in controversy exclusive of interest, fees and costs, exceeds \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS).
 4. At all times relevant, Plaintiffs were the owners of 24 foot CS Stingray watercraft.
 5. At some time prior to October 28, 2005, the Defendant executed and delivered to the Plaintiffs, for valuable consideration, a certain boat owner's policy, Policy #42-J7-2868-8, which provided for replacement cost of the above-described watercraft upon loss due to fire. A copy of the policy is attached as Exhibit A.
 6. On October 28, 2005, all premiums were paid and current and said policy was in full force and effect.
 7. On October 28, 2005, the watercraft insured by said policy was destroyed by fire in Tennessee. The loss occurred under circumstances within the coverage of the policy.
 8. Plaintiff's timely notified Defendant of the loss by fire of the insured watercraft.
 9. Plaintiffs thereafter complied with their contractual obligations and complied with every request made by State Farm, including permitting State Farm to immediately examine the loss, submitting to statements by State Farm in November of 2005 and to sworn statements by an attorney on State Farm's behalf in January of 2006, as well as taking any and all other actions requested or demanded by State Farm following the loss.
 10. Plaintiffs requested that State Farm provide the contractual benefits, which, by virtue of the insurance policy and in accordance with the terms of that insurance policy, the Defendant is liable to pay over to Plaintiffs.
 11. However, State Farm has not acted in good faith, and instead has delayed in processing the

Plaintiff's claim and, on May 1, 2006, more than 6 months after the loss, has issued a claim denial notice and has willfully and unreasonably refused to pay for the loss sustained, including the replacement cost of the boat without depreciation, and any cost of wreckage repair. Defendant has denied liability for Plaintiff's claim and has failed to tender any money to Plaintiffs as full or partial payment, of the claim in order to minimize Plaintiff's consequential damages.

Count I - BREACH OF CONTRACT

12. Plaintiff incorporates by reference paragraphs 1 through 11.
13. Defendant owed Plaintiff the duties to act fairly and reasonably in investigating Plaintiff's claim, to act in good faith, and to timely pay Plaintiff's claim.
14. Defendant, through its agents, representatives, employees, and investigators, failed to act fairly and reasonably in investigating Plaintiff's claim, failed to act in good faith, and failed to timely pay Plaintiff's claim. Defendant's wrongful conduct includes:
 - a. failing to make payment of Plaintiff's claim within the time required by law from receipt of proof of the amount of loss.
 - b. pursuing false defenses to Plaintiff's claim in an attempt to avoid, delay, or compromise payment of Plaintiff's claim when Defendant did not have sufficient evidence to support the defenses.
15. These actions by Defendant constitute a breach of Plaintiff's insurance contract with Defendant.
16. As a direct and proximate result of this breach of contract, Defendant remains indebted to Plaintiffs for their insured losses and Plaintiffs have sustained consequential damages that

STATE FARM
PJM
007/016

were in the contemplation of the parties when the contract was made or which are the natural and usual consequences of a breach of a fire insurance contract. These consequential damages include, but are not limited to wreckage repair, expert fees, adjusting fees, and attorney fees. Further, Plaintiffs are entitled to pre-judgment and penalty interest.

WHEREFORE, your Plaintiffs, Renee Cowie and Stephen Cowie demand judgement against the Defendant in an amount that will fairly and adequately compensate them for the amounts due and owing under the insurance policy together with costs, pre-judgment and penalty interest, and attorney fees as provided for in Statutes and Rules.

Respectfully Submitted:

Freid, Gallagher, Taylor & Associates, P.C.

Dated: October 26, 2006

By: Debra A. Freid
Debra A. Freid (P33078)
Attorney for Plaintiff

JURY DEMAND

Plaintiff herein demands a trial by jury in this matter.

Respectfully Submitted:

Freid, Gallagher, Taylor & Associates, P.C.

Dated: October 26, 2006

By: Debra A. Freid
Debra A. Freid (P33078)
Attorney for Plaintiff
PO Box 3305
Saginaw, MI 48605-3305
(989) 754-0411
Daf/tak/cowie.1



**YOUR
STATE FARM
BOATOWNERS
POLICY**

865-694-1345
ALAN

TABLE OF CONTENTS

DECLARATIONS

Your Name
Your Address
Policy Period
Coverages
Coverage Limits
Deductibles

Begins on Page

AGREEMENT

1

DEFINITIONS

1

SECTION I - YOUR PROPERTY

COVERAGES

Coverage A

Additional Coverages

LOSSES INSURED

LOSSES NOT INSURED

CONDITIONS

2
2
2
2
2
4

SECTION II - YOUR LIABILITY

COVERAGES

Coverage L - Watercraft Liability

Coverage M - Watercraft Medical Payments

EXCLUSIONS

ADDITIONAL COVERAGES

CONDITIONS

5
5
5
6
7
7

SECTION I AND SECTION II - CONDITIONS

8

OPTIONAL PROVISIONS

10

FP-7900.1
(10/89)

Includes copyrighted material of State Farm Fire and Casualty Company.
Copyright, State Farm Fire and Casualty Company, 1982.

Printed in U.S.A.

BOATOWNERS POLICY AGREEMENT

AGREEMENT

We agree to provide the services being requested by the undersigned in accordance with the terms of the contract.

DEFINITIONS

- [illegible]

SECTION I - COVERAGE

- [illegible]

SECTION 1. LOSSES INCURRED

SECTION I - LOSSES INCURRED

SECTION : LOSSES NOT INSURED

1. The insured has no loss in the property described in Schedule A unless, considering all the facts and circumstances, it has been determined by the Commissioner that the loss is not a "loss" under the policy.

Puerile Adulman Tally

Days Policy in Force Per Annum Premium Period	Percentage of Annual Premium Earned	Days Policy in Force Per Annum Premium Period	Percentage of Annual Premium Earned
1-1	1%	3-3	3%
2-3	4	4-5	5
3-7	5	5-9	9
8-13	6	10-12	12
14-15	11	13-15	15
16-18	12	16-18	18
19-21	14	19-21	21
22-24	15	22-24	24
25-27	16	25-27	27
28-30 (incl.)	17	28-30 (incl.)	30
31-33	17	31-33	33
34-36	18	34-36	36
37-39	19	37-39	39
40-42	20	40-42	42
43-45	21	43-45	45
46-48	22	46-48	48
49-51	23	49-51	51

OPTIONAL POLICY PROVISIONS

[illegible]

(b) The above is not intended to be a final offer. It is subject to the following conditions:

- When this offer is accepted, the price of the shares will be reduced to \$1.00 per share, and the total number of shares will be increased to 10,000,000.
- The offer is subject to the approval of the Board of Directors.
- The offer is subject to the approval of the shareholders.
- The offer is subject to the approval of the Federal Reserve Board.
- The offer is subject to the approval of the Securities and Exchange Commission.
- The offer is subject to the approval of the State of New York.
- The offer is subject to the approval of the State of California.
- The offer is subject to the approval of the State of Texas.
- The offer is subject to the approval of the State of Florida.
- The offer is subject to the approval of the State of Georgia.
- The offer is subject to the approval of the State of Alabama.
- The offer is subject to the approval of the State of Louisiana.
- The offer is subject to the approval of the State of Mississippi.
- The offer is subject to the approval of the State of Arkansas.
- The offer is subject to the approval of the State of Missouri.
- The offer is subject to the approval of the State of Illinois.
- The offer is subject to the approval of the State of Indiana.
- The offer is subject to the approval of the State of Ohio.
- The offer is subject to the approval of the State of Pennsylvania.
- The offer is subject to the approval of the State of Maryland.
- The offer is subject to the approval of the State of Delaware.
- The offer is subject to the approval of the State of New Jersey.
- The offer is subject to the approval of the State of New York.
- The offer is subject to the approval of the State of Connecticut.
- The offer is subject to the approval of the State of Rhode Island.
- The offer is subject to the approval of the State of Massachusetts.
- The offer is subject to the approval of the State of Vermont.
- The offer is subject to the approval of the State of New Hampshire.
- The offer is subject to the approval of the State of Maine.
- The offer is subject to the approval of the State of New Brunswick.
- The offer is subject to the approval of the State of Nova Scotia.
- The offer is subject to the approval of the State of Prince Edward Island.
- The offer is subject to the approval of the State of New South Wales.
- The offer is subject to the approval of the State of Victoria.
- The offer is subject to the approval of the State of Queensland.
- The offer is subject to the approval of the State of Western Australia.
- The offer is subject to the approval of the State of South Australia.
- The offer is subject to the approval of the State of Tasmania.
- The offer is subject to the approval of the State of New Zealand.
- The offer is subject to the approval of the State of Australia.
- The offer is subject to the approval of the State of Canada.
- The offer is subject to the approval of the State of the United States.

1. The word "conceded" is a verb meaning to admit or acknowledge. In this context, it means that the author is admitting that the theory of evolution is a fact.
2. The author's definition of the word "conceded" is "to admit or acknowledge." This is a standard definition of the word.
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STATE FARM
+ PJM 016/016

AMENDATORY ENDORSEMENT (Tennessee)

The Section I and Section II Condition, "Cancellation", item c. is changed to read:

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our rules for such cancellation. The return premium may be more than the amount determined by using the Premium Adjustment Table in the policy. When we cancel, the return premium will be pro rata.

All other policy provisions apply.

FE-7887
(1/90)

B

Memorial Boulevard
Freesboro, TN 37131-0001

Named Insured

A-11-2190-F335 F B

COWIE, STEPHEN & RENEE
APT 483
5600 LAKE RESORT TER BLDG P
CHATTANOOGA TN 37415-2555

DECLARATIONS PAGE

Policy Number 42-J7-2868-8

Policy Period	Effective Date	Expiration Date
12 Months	JUN 27 2005	JUN 27 2006

The policy period begins and ends at 12:01 am standard time at the named insured's address.

Loss Payee

EXTRADE CONSUMER FINANCE CORP
PO BOX 57095
IRVINE CA 92619-7095

Boatowners Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Coverages & Property

	Coverage Limits (Maximum)
Section I	
A Boat & Boat Equipment Motor	\$ 55,000 Included
Section II	
L Watercraft Liability (Each Occurrence)	\$ 100,000
M Watercraft Medical Payments (Each Person)	\$ 1,000

Property Description	
2005 STINGRAY CRUISER	24 FT
Hull Identification No. PNYUSTYNA405	
2005 MERCUISER 7.5	300 HP
Serial No. W251926	

Deductibles - Section I

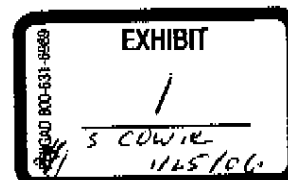
All Perils \$ 500

In case of loss under this policy, we cover only that part of the loss over the deductible stated.

POLICY PREMIUM \$ 501.00

Forms, Options, and Endorsements

Base Policy Form	FP-7900.1
Amendatory Endorsement	FE-7887



Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-7080.2C

1082 151 1

E 1S

Prepared JUL 14 2005

555-7020 a.1 Rev. 03-2002 (01103950)

JEFF GREESON
423-893-7425

000003

**AMENDATORY ENDORSEMENT
(Tennessee)**

The Section I and Section II Condition, "**Cancellation**", item c. is changed to read:

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our rules for such cancellation. The return premium may be more than the amount determined by using the Premium Adjustment Table in the policy. When we cancel, the return premium will be pro rata.

All other policy provisions apply.

FE-7887
(1/90)

000004

C



March 8, 2006

Stephen & Renee Cowie
5600 Lake Resort Drive Apt 483
Chattanooga, TN 37406

42-B135-834

Certified & Regular Mailing

RE:

Insured: Robert G. Norwood
Claim No: IMP000417739
Date of Loss: 10-28-2005
~~Damages: \$46,827.40~~

Dear Mr. & Mrs. Stephen & Renee Cowie:

According to our investigation, you are legally responsible for the damages suffered by our insured because of the fire damage loss that occurred on October 28, 2005 at Lake Shore Marina in Chattanooga, TN.

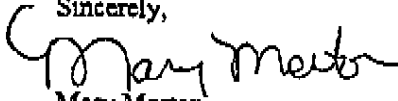
Grange Insurance is seeking to recover those sums that it was obligated to pay to its insured because of this loss. Please **immediately** notify your Liability Insurance carrier and advise them of this subrogation claim and forward a copy of this letter to them. Please be advised that failure on your part to promptly notify your insurance company may ultimately result in being denied coverage under an otherwise applicable policy or policies.

We also request that your insurance company immediately acknowledge receipt of this matter to the undersigned in writing, and advise us within 30 days as to their position.

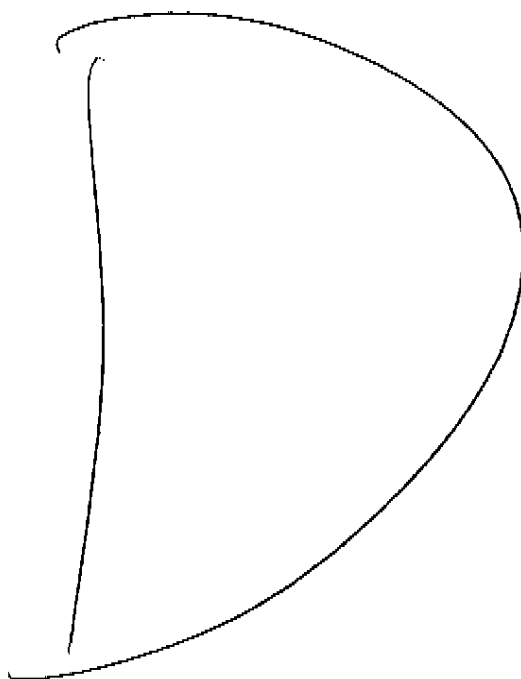
If you have any questions, I can be reached at 1-800-423-4036 extension 241 Monday through Friday 8:30 a.m. to 5:00 p.m. central time.

Your response will be considered past due on April 8, 2006 and we will proceed with appropriate legal action.

Sincerely,


Mary Morton
Claims Representative
MM

CC: State Farm Insurance Company
Attn: Jim Simpson
6137 Shallowford Road
Chattanooga, TN 37421



NEW HAMPSHIRE INSURANCE COMPANY
00010482 Claim No.: 00002833
INV/FILE: LE00076
Check No: 18785732
03/01/2006
PAY TO THE ORDER OF
LAKESHORE MARINA
FORTY TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND
97 CENTS
FLEET BANK
HARTFORD
CT
VOID AFTER NINETY DAYS
AUTHORIZED SIGNATURE

18785732 0011900445 52081

ORIGINAL CIVIL COVER SHEET

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

RENEE COWIE and STEPHEN COWIE

(b) County of Residence of First Listed Plaintiff GENESEE
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEBRA A. FREID (P33078)
604 S. Jefferson Ave., Saginaw, MI 48607 (989) 754-0411

DEFENDANTS

STATE FARM FIRE AND CASUALTY COMPANY

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

PAUL H. JOHNSON, JR. (P26871); STACEY L. HEINONEN (P55635)
27777 Franklin Rd., Suite 1100, Southfield, MI 48034 (248) 356-8590

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | |
|---|--|
| CONTRACT | TORTS |
| <input checked="" type="checkbox"/> 110 Insurance
<input type="checkbox"/> 120 Marine
<input type="checkbox"/> 130 Miller Act
<input type="checkbox"/> 140 Negotiable Instrument
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 195 Contract Product Liability
<input type="checkbox"/> 196 Franchise | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employers' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Product Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
PERSONAL INJURY
<input type="checkbox"/> 362 Personal Injury - Med. Malpractice
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Truth in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability |
| REAL PROPERTY | CIVIL RIGHTS |
| <input type="checkbox"/> 210 Land Condemnation
<input type="checkbox"/> 220 Foreclosure
<input type="checkbox"/> 230 Rent Lease & Ejectment
<input type="checkbox"/> 240 Torts to Land
<input type="checkbox"/> 245 Tort Product Liability
<input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 441 Voting
<input type="checkbox"/> 442 Employment
<input type="checkbox"/> 443 Housing/Accommodations
<input type="checkbox"/> 444 Welfare
<input type="checkbox"/> 445 Amer. w/Disabilities - Employment
<input type="checkbox"/> 446 Amer. w/Disabilities - Other
<input type="checkbox"/> 440 Other Civil Rights |
| | PRISONER PETITIONS |
| | <input type="checkbox"/> 510 Motions to Vacate Sentence
<input type="checkbox"/> Habeas Corpus:
<input type="checkbox"/> 530 General
<input type="checkbox"/> 535 Death Penalty
<input type="checkbox"/> 540 Mandamus & Other
<input type="checkbox"/> 550 Civil Rights
<input type="checkbox"/> 555 Prison Condition |

Case: 2:06-cv-15218
Assigned To: Hood, Denise Page
Referral Judge: Pepe, Steven D
Filed: 11-22-2006 At 11:40 AM
REM COWIE V STATE FARM FIRE AND CASUALTY CO (EW)

TUTES

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- | | | |
|---|--|--|
| <input type="checkbox"/> 600 Occupational Safety/Health
<input type="checkbox"/> 690 Other
LABOR
<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 840 Trademark
SOCIAL SECURITY
<input type="checkbox"/> 801 HIA (1395n)
<input type="checkbox"/> 802 Black Lung (923)
<input type="checkbox"/> 803 DIWC/DIWW (405(g))
<input type="checkbox"/> 804 SSID Title XVI
<input type="checkbox"/> 805 RSI (405(g))
FEDERAL TAX SUITS
<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> Corrupt Organizations
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 950 Constitutionality of State Statutes |
|---|--|--|

V. ORIGIN

- (Place an "X" in One Box Only)
- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332; 18 U.S.C. 1446(A); 28 U.S.C. 1331(1)

Brief description of cause:
Claimed breach of boat owner's insurance policy.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/22/2006

SIGNATURE OF ATTORNEY OF RECORD

Debra A. Freid

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :